

U.S. Department of Justice

Washington, DC 20530

**Exhibit B to Registration Statement****Pursuant to the Foreign Agents Registration Act of 1938, as amended**

**INSTRUCTIONS.** A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <https://www.fara.gov>.

**Privacy Act Statement.** The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

**Public Reporting Burden.** Public reporting burden for this collection of information is estimated to average .32 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant  
The Ogilvy Group LLC

2. Registration Number  
6797

3. Name of Foreign Principal  
The Embassy of Japan in the U.S.A., Washington, DC

Check Appropriate Box:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.
7. What is the date of the contract or agreement with the foreign principal? 04/01/2021
8. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Statement of work has been updated per the attached. The registrant is also submitting additional modifications to the prior statement of work.

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9. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

The Ogilvy Group will: engage U.S. media to gauge interest in stories promoting the Embassy of Japan's local Washington, DC area outreach on the history and friendship between Japan and the United States during the 2021 Cherry Blossom Festival including an art exhibit; connect interested Media and the Embassy of Japan; provide internal preparation support; provide media with supporting background materials, including Embassy of Japan press releases; engage interested reporters and editors to help shape resulting coverage; work with local artist(s) to create a traveling mural exhibit.

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10. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act<sup>1</sup>.

Yes ☐ No ☒

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose. The response must include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

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11. Prior to the date of registration<sup>2</sup> for this foreign principal has the registrant engaged in any registrable activities, such as political activities, for this foreign principal?

Yes ☐ No ☐ N/A - This statement is filed to update the registrant's agreement/contract with the foreign principal.

If yes, describe in full detail all such activities. The response should include, among other things, the relations, interests, and policies sought to be influenced and the means employed to achieve this purpose. If the registrant arranged, sponsored, or delivered speeches, lectures, social media, internet postings, or media broadcasts, give details as to dates, places of delivery, names of speakers, and subject matter. The response must also include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

Set forth below a general description of the registrant's activities, including political activities.

Set forth below in the required detail the registrant's political activities.

Date	Contact	Method	Purpose
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12. During the period beginning 60 days prior to the obligation to register<sup>3</sup> for this foreign principal, has the registrant received from the foreign principal, or from any other source, for or in the interests of the foreign principal, any contributions, income, money, or thing of value either as compensation, or for disbursement, or otherwise?

Yes ☐ No ☐ N/A - This statement is filed to update the registrant's agreement/contract with the foreign principal.

If yes, set forth below in the required detail an account of such monies or things of value.

Date Received	From Whom	Purpose	Amount/Thing of Value
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13. During the period beginning 60 days prior to the obligation to register<sup>4</sup> for this foreign principal, has the registrant disbursed or expended monies in connection with activity on behalf of the foreign principal or transmitted monies to the foreign principal?

Yes ☐ No ☐ N/A - This statement is filed to update the registrant's agreement/contract with the foreign principal.

If yes, set forth below in the required detail and separately an account of such monies, including monies transmitted, if any.

Date	Recipient	Purpose	Amount
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<sup>1</sup> "Political activity," as defined in Section 1(o) of the Act, means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

<sup>2,3,4</sup> Pursuant to Section 2(a) of the Act, an agent must register within ten days of becoming an agent, and before acting as such.

**EXECUTION**

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date

Printed Name

Signature

04/12/2021

Rachel Caggiano

/s/Rachel Caggiano

**EXECUTION**

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date

Printed Name

Signature

4/9/21Rachel Caggiano





## EXHIBIT A

### Ogilvy Statement of Work

This Statement of Work (this “**SOW**”), effective as of April 1, 2021 (the “**SOW Effective Date**”) is entered into and governed under the Master Public Relations Services Agreement between the Embassy of Japan and Agency dated as of February 21, 2020 (the “**Agreement**”). This SOW and the Agreement constitute the complete agreement regarding services provided under this SOW. Except where the contrary is expressly provided, the terms and conditions of the Agreement will prevail over any conflicting terms or conditions in this SOW. The responsibilities of the Embassy of Japan and Agency are defined below.

Changes to this SOW will be processed in accordance with the procedure described in the Agreement. The investigation and the implementation of changes may result in modifications to the schedule, resources, charges and/or other terms of this SOW.

#### **1. PROJECT OVERVIEW**

This SOW describes the services to be provided to the Embassy of Japan (EOJ) by Agency. Agency agrees to provide Embassy of Japan with the following services: Ongoing public relations support.

It is understood Ogilvy and Embassy of Japan will develop separate, incremental scopes of work for additional projects not covered in this SOW (e.g. SERMO, paid media).

#### **2. SERVICES AND DELIVERABLES**

Agency will provide the following Services and Deliverables from April 1, 2021 through March 31, 2022.

<b>Project</b>	<b>Description of Services, Deliverables, and/or Milestones</b>	<b>Ogilvy Labor</b>
PR Retainer	<ul style="list-style-type: none"> <li>Ogilvy to develop and maintain one (1) public affairs and communications strategy on behalf of EOJ.</li> <li>Ogilvy to meet monthly with EOJ to discuss and agree on priorities, contract deliverables, and associated budget.</li> <li>Ogilvy to host weekly calls with EOJ to discuss project timing and status.</li> <li>Ogilvy to provide ongoing strategic counsel and messaging guidance.</li> <li>Ogilvy to provide ongoing earned media and public relations support.</li> <li>Ogilvy to develop advocacy and media materials, including but not limited to press releases, media kits, and briefing materials. <ul style="list-style-type: none"> <li>All materials will include three (3) rounds of review and edits.</li> </ul> </li> <li>Ogilvy to work with Embassy of Japan to determine key performance indicators (KPIs) to evaluate activities' performance within the overall campaign strategy.</li> <li>Scope of work does not include crisis communications, formal media training, event support, messaging session, or narrative framework development.</li> </ul>	\$23,500 monthly (12 months)
<b>TOTAL PROJECT COSTS</b>		<b>\$282,000</b>

#### **3. FEES AND EXPENSES**

Agency agrees to provide the Services under this SOW to Embassy of Japan for a retainer of **\$23,500** for the deliverables as stated in this SOW. This fee will be fixed and non-reconcilable. The scope does not include out-of-pocket costs. Any out-of-pocket costs, if necessary, will be agreed to in writing and will be invoiced separately from the monthly retainer cost. If the scope changes, or if the Embassy would like to add on any deliverables, both Parties will agree to the changes in writing.

The Retainer will be invoiced monthly as follows:

- PR Execution Retainer (\$23,500): Retainer will be invoiced in 12 monthly installments upon execution of this agreement. Monthly invoice shall be \$23,500 and issued at the end of each month.

#### **4. PROJECT SCHEDULE**

Agency will complete the Services according to the following schedule: All above projects will be completed by March 31, 2022.



Ogilvy

**5. PERSONNEL**

Agency will make available the following personnel. Ogilvy may recommend additional staff pending specific deliverable needs.

Name	Title	Agency Level	Hourly Rate
Melissa Harrison	Account Manager	Senior Vice President	\$345
Kate Fliflet	Account Manager	Vice President	\$275
Katelyn Hanley	Program Manager	Account Supervisor	\$195
Angie Ngo	Account Coordinator, Earned Media	Assistant Account Executive	\$130
Elizabeth Dwyer	Group Strategy Director	Vice President	\$275

**6. EMBASSY OF JAPAN RESPONSIBILITIES**

**Authorizations** – Prior to beginning work, or as appropriate during the work phases, Embassy of Japan will provide to Agency:

- Frequent access to Embassy project lead
- Consolidated feedback and designate a single point of contact for Ogilvy
- Make core team available for regular status meetings and in-person presentation

**7. SOW CONTACTS**

Agency	Embassy of Japan
Melissa Harrison	Tanaka Hiroki

**8. TERM**

The term of this agreement commences as of April 1, 2021 and shall continue until September 30, 2021. The term of this agreement will be extended until March 31, 2022, unless otherwise agreed by either party.

**9. TERMINATION**

This agreement cannot be canceled by either party during the initial 90 days of the term. After the initial 90-day period, this agreement may be terminated by either party by giving 15 days prior written notice to the other party.

**10. CHANGE ORDERS**

In accordance with the terms of the MSA, Embassy of Japan approved changes/alterations to the above Scope of Work deliverables will be documented via a "Change Order" and fees adjusted and approved accordingly by Embassy of Japan. A Change Order will be utilized when there is a significant shift in deliverables and/or fee for this specific SOW.

Ad hoc or specific projects not included in the above budget will be presented on additional/separate Scopes of Work for approval by Embassy of Japan.

IN WITNESS WHEREOF, the parties have set their hands as of the date first written above.

**ON BEHALF OF AGENCY:**

By:   
(Signature)

Name: Heather Innella

Title: SVP/Finance Director

Date: 4/1/21

**ON BEHALF OF EMBASSY OF JAPAN:**

By:   
(Signature)

Name: MUKAI, Kenichiro

Title: Minister, Head of Chancery

Date: 4 / 1 / 2021





**Modification No. 1**

**Between**

**Ogilvy Public Relations Worldwide, LLC**

**and**

**Embassy of Japan**

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Pursuant to the Statement of Work effective 03/01/2021 between Ogilvy and Embassy of Japan, the parties hereby modify this Agreement as described below:

The purpose of this modification is to:

- Extend the Statement of Work through 04/30/2021 to provide reporting for paid media activities.
- Incorporate payment of Iconosquare subscription for \$372.06, agreed to in writing on March 5, 2021.
- Reduce Paid Media Budget from \$26,750.00 to \$26,377.94 to accommodate for Iconosquare payment.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED AND IN FULL EFFECT.

**OGILVY PUBLIC RELATIONS, LLC**

**EMBASSY OF JAPAN**

Name: Heather Innella  
Title: Senior Vice President - Finance

Name: Yuki Sugiyama  
Title: ~~Public Affairs Officer~~

Signed: 

Signed: 

Date: 3/29/21

Date: 3/26/2021





**Modification No. 1**

**Between**

**Ogilvy Public Relations Worldwide, LLC**

**and**

**Embassy of Japan**

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Pursuant to the Agreement effective 02/19/2021 between Ogilvy and Embassy of Japan, the parties hereby modify this Agreement as described below:

The purpose of this modification is to:

- Extend the Statement of Work to 05/31/2021 to provide reporting for paid media activities (April) and move sculpture from Smithsonian Gardens to Richmond, VA (May).
- Adjust the Labor Fee from \$89,809 by \$6,000 to \$83,809 to accommodate the movement of one sculpture to Richmond, Virginia.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED AND IN FULL EFFECT.

**OGILVY PUBLIC RELATIONS, LLC**

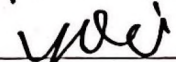
Name: Heather Innella  
Title: Senior Vice President -Finance

Signed: 

Date: Heather Innella

**Embassy Of Japan**

Name: Yuki Sugiyama  
Title: Public Affairs Officer.

Signed: 

Date: 4 / 1 / 2021



## EXHIBIT A

### Ogilvy Statement of Work

This Statement of Work (this "SOW"), effective as of February 19, 2021 (the "SOW Effective Date") is entered into and governed under the Master Public Relations Services Agreement between the Embassy of Japan and Agency dated as of February 21, 2020 (the "Agreement"). This SOW and the Agreement constitute the complete agreement regarding services provided under this SOW. Except where the contrary is expressly provided, the terms and conditions of the Agreement will prevail over any conflicting terms or conditions in this SOW. The responsibilities of the Embassy of Japan and Agency are defined below.

Changes to this SOW will be processed in accordance with the procedure described in the Agreement. The investigation and the implementation of changes may result in modifications to the schedule, resources, charges and/or other terms of this SOW.

#### 1. PROJECT OVERVIEW

This SOW describes the services to be provided to the Embassy of Japan by Agency. Agency agrees to provide Embassy of Japan with the following services: Procure Cherry Blossom Festival sculptures, coordinate paid promotion, and content creation.

It is understood Ogilvy and Embassy of Japan will develop separate, incremental scopes of work for additional projects not covered in this SOW (e.g. SERMO, agency of record, etc.).

#### 2. Services and Deliverables

Agency will provide the following Services and Deliverables from February 19, 2021 to March 31, 2021.

Project	Description of Services, Deliverables, and/or Milestones	Out of Pocket Fees*	Ogilvy Labor
Sculpture Procurement	<ul style="list-style-type: none"> <li>Ogilvy to procure three (3) sculptures through the National Cherry Blossom Festival (NCBF) organization.</li> <li>Assumption: <ul style="list-style-type: none"> <li>Assumes sculptures signage ("plaques") will be provided by NCBF as part of the sponsorship fee.</li> </ul> </li> </ul>	\$30,000	N/A
Content Creation	<ul style="list-style-type: none"> <li>Instagram Social Posts <ul style="list-style-type: none"> <li>Ogilvy to develop to six (6) social post graphics and copy for in-feed Instagram content on EOJ's owned channels</li> <li>Assumptions: <ul style="list-style-type: none"> <li>Ogilvy to take pictures of the sculptures for use on posts</li> <li>All posts and content will adhere to #unshakablefriendship theme</li> </ul> </li> </ul> </li> <li>Instagram Stories <ul style="list-style-type: none"> <li>Ogilvy to develop a series of educational animated social posts using type animation and subtle video movement to be used for paid promotion and on EOJ's owned channels</li> <li>All posts and content will adhere to #unshakablefriendship theme</li> <li>Ogilvy to develop three (3) posts per each of the two (2) topics – The Gift of Friendship and Ten Years Later – totaling no more than six (6) posts.</li> </ul> </li> </ul>		\$39,304
NCBF Coordination, Program/Project Management	<ul style="list-style-type: none"> <li>Ogilvy will provide the following support: <ul style="list-style-type: none"> <li>Vendor set up and labor for procurement of sculptures and plaques</li> <li>Coordinating with NCBF</li> <li>Weekly meetings with EOJ</li> <li>Weekly internal meetings</li> <li>Project and financial management</li> <li>Lead vendor set-up and continued vendor management</li> </ul> </li> <li>Assumptions: <ul style="list-style-type: none"> <li>Hours for Ogilvy to coordinate with NCBF prior to the festival. Should the time needed to coordinate with the festival exceed the total hours allotted for Ogilvy staff, Ogilvy to work with the Embassy to reprioritizing</li> </ul> </li> </ul>	N/A	\$24,468





	<p>remaining budget and will provide progress reports throughout the project.</p> <ul style="list-style-type: none"> <li>▪ Total hours include: one (1) weekly call with the Festival to discuss sculpture logistics, plaque logistics, and promotional considerations.</li> <li>○ Does not include labor hours to facilitate the Embassy's gifting of the sculptures after the event to local organizations.</li> </ul>		
Paid Media and Influencer Engagement	<ul style="list-style-type: none"> <li>• Ogilvy will work with the Embassy of Japan to increase awareness for EOJ's sculptures and the U.S.-Japan's longstanding friendship. Ogilvy will provide the following support: <ul style="list-style-type: none"> <li>○ Influencer Engagement <ul style="list-style-type: none"> <li>▪ Conduct appropriate research to identify relevant influencers</li> <li>▪ Identification and management of up to two (2) influencers</li> <li>▪ Develop brief/guide for influencers</li> <li>▪ Coordinate contract for influencer</li> <li>▪ Facilitate content creation between influencer and EOJ with up to two (2) rounds of review.</li> <li>▪ All posts and content will adhere to #unshakablefriendship theme</li> <li>▪ Ogilvy to monitor content performance and provide final wrap-up report.</li> </ul> </li> <li>○ Paid Media <ul style="list-style-type: none"> <li>▪ Manage campaign set-up</li> <li>▪ Develop media plan</li> <li>▪ Provide recommendations on audience segments/targets</li> <li>▪ Campaign monitoring</li> <li>▪ One (1) campaign wrap report</li> <li>▪ Project management</li> </ul> </li> <li>○ Out-of-pocket cost breakdown to be confirmed and approved by EOJ prior to ad placement.</li> </ul> </li> </ul>	<p>\$22,800</p> <p><i>Estimates \$6,300 towards influencers, \$16,500 towards sponsored posts</i></p>	\$14,207
Earned Media Support	<ul style="list-style-type: none"> <li>• Ogilvy will: <ul style="list-style-type: none"> <li>○ Draft a one-pager, draft email pitch, and press release</li> <li>○ All material will promote #unshakablefriendship theme</li> <li>○ Refresh media list and conduct outreach to up to ten (10) outlets</li> <li>○ Coordinate any interviews secured from outreach</li> <li>○ If approved in writing from EOJ, costs can also be utilized for delivery/PR associated with final gifting of the sculpture.</li> </ul> </li> </ul>	N/A	\$11,830
<b>TOTAL PROJECT COSTS</b>			<b>\$142,609</b>

### 3. FEES AND EXPENSES

Agency agrees to provide the Services under this SOW to Embassy of Japan for a fixed fee of **\$89,809** for the fixed deliverables as stated in this SOW. This fee will be fixed and non-reconcilable. Agency estimates that the number of hours required to complete the Services under this SOW is approximately 416.75 hours. If the scope changes, or if the Embassy would like to add on any of the optional deliverables, both Parties will agree to the changes in writing.

The Fee will be invoiced in accordance with progress of work against the agreed milestones:

- Partnership Execution Fee (\$89,809): Fee will be invoiced in monthly installments upon execution of this agreement. Monthly invoice shall be \$44,904.50 on the end of the month for two months. First invoice issued on February 28, second invoice issued on March 29.
- Sculpture procurement (\$30,000): Fee to be paid in one installment due upon delivery of the sculpture.
- Media fee (\$22,800): Fee to be paid in one installment due upon completion of the paid buy. The Embassy will be required to sign the "Authorization to Buy" form prior to the paid buy.

*\*Outside vendor payments must be made to Ogilvy per the vendor payment requirement. Payment terms for outside vendors are not subject to Ogilvy control. Ogilvy will work with the Embassy of Japan to negotiate preferential terms as possible.*



Ogilvy

**4. PROJECT SCHEDULE**

Agency will complete the Services according to the following schedule: All above projects will be completed by March 31, 2021.

**5. PERSONNEL**

Agency will make available the following personnel for this:

Title	Functional Title	Employee	Rate per Title	HOURS	COST
Senior Vice President	Paid Media/Influencers	Ansley Williams	\$ 345.00	5	\$ 1,725.00
Vice President	Copywriter	Rebecca Ullman	\$ 275.00	56	\$ 15,400.00
Vice President	Account Manager	Kate Fliflet	\$ 275.00	15	\$ 4,125.00
Vice President	Account Manager	Melissa Harrison	\$ 275.00	39.5	\$ 10,862.50
Vice President	Creative Director	Kristie Pope	\$ 275.00	37.5	\$ 10,312.50
Vice President	Producer	Laura Hardy	\$ 275.00	42.5	\$ 11,687.50
Account Director	Paid Media	Ashley Smith	\$ 225.00	12.25	\$ 2,756.25
Senior Account Executive	Project Manager	Katelyn Hanley	\$ 170.00	16	\$ 2,720.00
Senior Account Executive	Art Director	Moni Parada	\$ 170.00	99.5	\$ 16,915.00
Account Executive	Paid Media	Emily High	\$ 150.00	27.5	\$ 4,125.00
Account Executive	Paid Media/Influencers	Natalie Rodgers	\$ 150.00	30	\$ 4,500.00
Assistant Account Executive	Earned Media	Angie Ngo	\$ 130.00	36	\$ 4,680.00
<b>Total Labor</b>				<b>416.75</b>	<b>\$ 89,809</b>

**6. EMBASSY OF JAPAN RESPONSIBILITIES**

Authorizations – Prior to beginning work, or as appropriate during the work phases, Embassy of Japan will provide to Agency:

- Frequent access to Embassy project lead
- Consolidated feedback and designate a single point of contact for Ogilvy
- Make core team available for regular status meetings and in-person presentation

**7. SOW CONTACTS**

Agency	Embassy of Japan
Melissa Harrison	Hitoshi Hatta
Kate Fliflet	Yuki Sugiyama

**8. CHANGE ORDERS**

In accordance with the terms of the MSA, Embassy of Japan approved changes/alterations to the above Scope of Work deliverables will be documented via a "Change Order" and fees adjusted and approved accordingly by Embassy of Japan. A Change Order will be utilized when there is a significant shift in deliverables and/or fee for this specific SOW.

Ad hoc or specific projects not included in the above budget will be presented on additional/separate Scopes of Work for approval by Embassy of Japan.

IN WITNESS WHEREOF, the parties have set their hands as of the date first written above.

ON BEHALF OF AGENCY:

Date: 2/19/21

By:   
(Signature)

Name: Heather Innella

Title: Senior Vice President

ON BEHALF OF EMBASSY OF JAPAN:

By:   
(Signature)

Name: Kenichiro Mukai

Title: Minister

Date: 2021/2/22





## EXHIBIT A

### Ogilvy Statement of Work

This Statement of Work (this "SOW"), effective as of March 1, 2021 (the "SOW Effective Date") is entered into and governed under the Master Public Relations Services Agreement between the Embassy of Japan and Agency dated as of February 21, 2020 (the "Agreement"). This SOW and the Agreement constitute the complete agreement regarding services provided under this SOW. Except where the contrary is expressly provided, the terms and conditions of the Agreement will prevail over any conflicting terms or conditions in this SOW. The responsibilities of the Embassy of Japan and Agency are defined below.

Changes to this SOW will be processed in accordance with the procedure described in the Agreement. The investigation and the implementation of changes may result in modifications to the schedule, resources, charges and/or other terms of this SOW.

#### 1. PROJECT OVERVIEW

This SOW describes the services to be provided to the Embassy of Japan (EOJ) by Agency. Agency agrees to provide Embassy of Japan with the following services: Promote the Embassy's anniversary of the Fukushima earthquake and celebrate Japan's friendship with the United States.

It is understood Ogilvy and Embassy of Japan will develop separate, incremental scopes of work for additional projects not covered in this SOW (e.g. SERMO, agency of record).

#### 2. Services and Deliverables

Agency will provide the following Services and Deliverables from March 1 to March 31, 2021.

Project	Description of Services, Deliverables, and/or Milestones	Out of Pocket Fees*	Ogilvy Labor
Paid Media	<ul style="list-style-type: none"> <li>• Ogilvy will work with the Embassy of Japan to increase awareness for U.S.-Japan's longstanding friendship. Ogilvy will provide the following support:               <ul style="list-style-type: none"> <li>○ Paid Media                   <ul style="list-style-type: none"> <li>▪ Develop media plan based on EOJ-provided content and platforms</li> <li>▪ Provide recommendations on up to two (2) audience segments/targets</li> <li>▪ Campaign monitoring and optimizing on a twice weekly basis</li> <li>▪ One (1) campaign wrap report</li> </ul> </li> <li>○ Two (2) meetings to discuss Ogilvy's paid media recommendations and solicit the Embassy's feedback and approval prior to implementation.</li> </ul> </li> <li>• Assumptions               <ul style="list-style-type: none"> <li>○ EOJ to give clear direction on which pieces of content to place on which of their owned channels for the paid buy.</li> <li>○ EOJ to provide all content, graphics, copy, or other elements for the paid buy.</li> <li>○ Media placement will not exceed two (2) weeks. Estimated flight dates for media placement are March 6, 2021 - March 19, 2021 and will be finalized in the project plan following kickoff.</li> <li>○ Out-of-pocket cost breakdown to be confirmed and approved by EOJ prior to ad placement.</li> <li>○ Campaign wrap report will be delivered within two (2) weeks of campaign end date in PowerPoint format.</li> </ul> </li> </ul>	\$26,750	\$11,130
<b>TOTAL PROJECT COSTS</b>			<b>\$37,880</b>



### 3. FEES AND EXPENSES

Agency agrees to provide the Services under this SOW to Embassy of Japan for a fixed fee of **\$11,130** for the fixed deliverables as stated in this SOW. This fee will be fixed and non-reconcilable. Agency estimates that the number of hours required to complete the Services under this SOW is approximately 58 hours. If the scope changes, or if the Embassy would like to add on any of the optional deliverables, both Parties will agree to the changes in writing.

The Fee will be invoiced in accordance with progress of work against the agreed milestones:

- Labor Execution Fee (\$11,130): Fee will be invoiced in one installment upon execution of this agreement. Invoice shall be \$11,130 issued March 15, 2021.
- Media fee (\$26,750): Fee to be paid in one installment due upon completion of the paid buy. The Embassy will be required to sign the "Authorization to Buy" form prior to the paid buy.

*\*Outside vendor payments must be made to Ogilvy per the vendor payment requirement. Payment terms for outside vendors are not subject to Ogilvy control. Ogilvy will work with the Embassy of Japan to negotiate preferential terms as possible.*

### 4. PROJECT SCHEDULE

Agency will complete the Services according to the following schedule: All above projects will be completed by March 31, 2021.

### 5. PERSONNEL

Agency will make available the following personnel for this:

Title	Employee	Agency Billing Level	Rate	HOURS	COST
Analyst	Neil McGwyre	Senior Vice President	\$ 345.00	3	\$ 1,035.00
Account Manager	Kate Fliflet	Vice President	\$ 275.00	4	\$ 1,100.00
Account Manager	Melissa Harrison	Vice President	\$ 275.00	4	\$ 1,100.00
Associate Director of Paid Media	Ashley Smith	Account Director	\$ 225.00	11	\$ 2,475.00
Program Manager	Katelyn Hanley	Senior Account Executive	\$ 170.00	8	\$ 1,360.00
Media Planner	Emily High	Account Executive	\$ 150.00	21	\$ 3,150.00
Analyst	Michelle Kelly	Assistant Account Executive	\$ 130.00	7	\$ 910.00
<b>Total Labor</b>				<b>58</b>	<b>\$ 11,130</b>

### 6. EMBASSY OF JAPAN RESPONSIBILITIES

**Authorizations** – Prior to beginning work, or as appropriate during the work phases, Embassy of Japan will provide to Agency:

- Frequent access to Embassy project lead
- Consolidated feedback and designate a single point of contact for Ogilvy
- Make core team available for regular status meetings and in-person presentation

### 7. SOW CONTACTS

Agency	Embassy of Japan
Melissa Harrison	Hitoshi Hatta
Kate Fliflet	Yuki Sugiyama

### 8. CHANGE ORDERS

In accordance with the terms of the MSA, Embassy of Japan approved changes/alterations to the above Scope of Work deliverables will be documented via a "Change Order" and fees adjusted and approved accordingly by Embassy of Japan. A Change Order will be utilized when there is a significant shift in deliverables and/or fee for this specific SOW.

Ad hoc or specific projects not included in the above budget will be presented on additional/separate Scopes of Work for approval by Embassy of Japan.

IN WITNESS WHEREOF, the parties have set their hands as of the date first written above.



ON BEHALF OF AGENCY:

By: [Signature]  
(Signature)

Name: Heather Innella

Title: Finance Director/SVP

Ogilvy

Date: 03/04/2021

ON BEHALF OF EMBASSY OF JAPAN:

By: Kenichiro Mukai  
(Signature)

Name: Kenichiro Mukai

Title: Minister

Date: 03/04/2021





**Modification No. 1**

**Between**

**Ogilvy Public Relations Worldwide, LLC**

**and**

**Embassy of Japan**

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Pursuant to the Agreement effective 09/30/2020 between Ogilvy and Embassy of Japan, the parties hereby modify this Agreement as described below:

The purpose of this modification is to:

- Revise the existing Statement of Work (attached)
- Extend the Statement of Work to 03/31/2021
- Communicate changes in staff (rates and total hours remain the same)
  - Replace Stephanie Taylor with Katelyn Hanley
  - Replace Joan Larson with George Goldner

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED AND IN FULL EFFECT.

**OGILVY PUBLIC RELATIONS, LLC**

**Embassy Of Japan**

Name: Heather Innella  
Title: Senior Vice President -Finance

Name: Yuki SUGIYAMA  
Title: Public Affairs Officer

Signed: [Signature]

Signed: [Signature]

Date: 12/3/20

Date: 03 Dec, 2020





## EXHIBIT A

### Ogilvy Statement of Work

This Statement of Work (this “SOW”), effective as of September 30, 2020 (the “SOW Effective Date”) is entered into and governed under the Master Public Relations Services Agreement between the Embassy of Japan and Agency dated as of February 28, 2020 (the “Agreement”). This SOW and the Agreement constitute the complete agreement regarding services provided under this SOW. Except where the contrary is expressly provided, the terms and conditions of the Agreement will prevail over any conflicting terms or conditions in this SOW. The responsibilities of the Embassy of Japan and Agency are defined below.

Changes to this SOW will be processed in accordance with the procedure described in the Agreement. The investigation and the implementation of changes may result in modifications to the schedule, resources, charges and/or other terms of this SOW.

#### 1. PROJECT OVERVIEW

This SOW describes the services to be provided to the Embassy of Japan by Agency. Agency agrees to provide Embassy of Japan with the following services: To increase awareness for Japan’s efforts to combat COVID-19 ahead of the Tokyo Olympics by targeting U.S. health care providers (HCPs) by leveraging the professional HCP platform Doximity.

It is understood Ogilvy and Embassy of Japan will develop separate, incremental scopes of work for additional projects not covered in this SOW (e.g. SERMO, agency of record, etc.).

#### 2. Services and Deliverables

Agency will provide the following Services and Deliverables from September 30, 2020 to December 31, 2020.

Project, Deliverable, or Milestone Title	Description of Services, Deliverables, and/or Milestones	Out of Pocket Fees	Ogilvy Labor
Doximity	<ul style="list-style-type: none"> <li>Utilize Doximity’s U.S. only HCP, Nurse Practitioner, Physician’s Assistant and Pharmacist reach to share information about Japan’s response to COVID-19.</li> <li>Deeply engage target audience with a full-length sponsored article for HCP’s: <ul style="list-style-type: none"> <li>Long-form content drafted by Ogilvy health experts with guidance from the Embassy of Japan and Doximity: <ul style="list-style-type: none"> <li>Educate on practices leveraged by Japan to manage COVID-19.</li> <li>Share impact of best practices on containing the spread of COVID-19 within Japan.</li> <li>Position Japan as a global thought-leader on protecting human health during the global pandemic.</li> </ul> </li> <li>Doximity platform leverages artificial intelligence to optimize user feeds to get the content in front of the right HCP audience segments. <ul style="list-style-type: none"> <li>Ogilvy paid media team to work with Doximity to identify preferred target audiences to optimize visibility.</li> </ul> </li> </ul> </li> </ul>	\$150,000.00*	N/A
Partnership Execution	<ul style="list-style-type: none"> <li>Ogilvy will work with the Embassy of Japan to increase awareness for Japan’s efforts to combat COVID-19 ahead of the Tokyo Olympics by targeting U.S. health care providers (HCPs) by leveraging the professional HCP platform Doximity. Ogilvy will provide the following support: <ul style="list-style-type: none"> <li>Lead vendor set-up and continued vendor management</li> <li>Manage campaign set-up</li> <li>Develop media plan</li> <li>Provide recommendations on audience segments/targets</li> <li>Provide expert Agency healthcare counsel on platform content</li> <li>Develop and write one (1) article for Doximity</li> <li>Manage content reactions and comments on Doximity throughout duration of campaign</li> <li>Campaign monitoring</li> <li>Campaign monthly reporting <ul style="list-style-type: none"> <li>Doximity, four (4) reports</li> </ul> </li> <li>One (1) campaign wrap report for Doximity</li> </ul> </li> </ul>	N/A	\$136,185.00



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	<ul style="list-style-type: none"> <li>○ Meeting support</li> <li>○ Project management</li> <li>• Assumptions: <ul style="list-style-type: none"> <li>○ The Embassy of Japan will provide translated content to inform content creation for Doximity.</li> <li>○ The Embassy of Japan will be available to answer questions if needed, including content reactions and comments on Doximity.</li> <li>○ Assumes two (2) rounds of client review on content: <ul style="list-style-type: none"> <li>▪ Doximity article</li> </ul> </li> </ul> </li> </ul>		
	<b>TOTAL PROJECT COSTS</b>		<b>\$286,185.00</b>

### 3. FEES AND EXPENSES

Agency agrees to provide the Services under this SOW to Embassy of Japan for a fixed fee of **\$286,185.00** for the fixed deliverables as stated in this SOW. This fee will be fixed and non-reconcilable. Agency estimates that the number of hours required to complete the Services under this SOW is approximately 836 hours. If the scope changes, both Parties will agree to the changes in writing.

The Fee will be invoiced in accordance with progress of work against the agreed milestones:

- Partnership Execution Fee (\$136,185): Fee will be invoiced in monthly installments upon execution of this agreement. Monthly invoice shall be \$45,395 on the 30<sup>th</sup> of the month for 3 months. 1<sup>st</sup> invoice issued on Oct 30, 2<sup>nd</sup> invoice issued on Nov 30<sup>th</sup> and 3<sup>rd</sup> invoice on Dec 30.
- Doximity Fee (\$150,000): Fee to be paid in two installments.
  - First installment due November 30.
  - Second installment due December 30.
  - Each installment would be a payment of \$75,000.

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### 4. PROJECT SCHEDULE

Agency will complete the Services according to the following schedule: All above projects will be completed by December 31, 2020.

### 5. PERSONNEL

Agency will make available the following personnel for this:

Title	Employee	Rate per Title	HOURS	COST
SVP	Uma Ginde - SVP Creative Director	\$ 345.00	35	\$ 12,075
SVP	Joan Larson - Group Copy Supervisor	\$ 345.00	87	\$ 30,015
VP	Melissa Harrison - Account Manager	\$ 275.00	100	\$ 27,500
VP	Kate Fliflet - Account Manager	\$ 275.00	100	\$ 27,500
VP	Hillary Turner - Paid Media Manager	\$ 275.00	18	\$ 4,950
VP	Kristie Pope - Associate Creative Director	\$ 275.00	32	\$ 8,800
AS	Stephanie Taylor - PMO	\$ 195.00	55	\$ 10,725
SAE	Emily High - Paid Media	\$ 170.00	70	\$ 11,900
SAE	Shreyas Dhanakoti - Measurement	\$ 170.00	16	\$ 2,720
<b>Total Labor</b>			<b>513</b>	<b>\$ 136,185</b>

### 6. EMBASSY OF JAPAN RESPONSIBILITIES

**Authorizations** – Prior to beginning work, or as appropriate during the work phases, Embassy of Japan will provide to Agency:

- Frequent access to Embassy project lead
- Consolidated feedback and designate a single point of contact for Ogilvy
- Make core team available for regular status meetings and in-person presentation





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## 7. SOW CONTACTS

Agency	Embassy of Japan
Melissa Harrison	Yuki Sugiyama
Kate Fliflet	Yuki Sugiyama

## 8. CHANGE ORDERS

In accordance with the terms of the MSA, Embassy of Japan approved changes/alterations to the above Scope of Work deliverables will be documented via a "Change Order" and fees adjusted and approved accordingly by Embassy of Japan. A Change Order will be utilized when there is a significant shift in deliverables and/or fee for this specific SOW.

Ad hoc or specific projects not included in the above budget will be presented on additional/separate Scopes of Work for approval by Embassy of Japan.

IN WITNESS WHEREOF, the parties have set their hands as of the date first written above.

## ON BEHALF OF AGENCY:

By: Kelly McMullin  
(Signature)

Name: Kelly McMullin

Title: Associate Finance Director

Date: 9/29/20

## ON BEHALF OF EMBASSY OF JAPAN:

By: Kenichiro Mukai  
(Signature)

Name: MUKAI Kenichiro

Title: Minister, Head of Chancery

Date: 9/30/2020